

## DEXT

### GENERAL TERMS & CONDITIONS

Last updated: February 2021

#### 1 **ABOUT US**

1.1 **Company details.** Receipt Bank Limited trading as “Dext”, a limited company registered in England and Wales (registered number 7361080) with its registered office at 3<sup>rd</sup> Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT (“Dext”, “we” or “us”). Our VAT number is 242 5676 01. We operate the website <https://www.dext.com>.

#### 1.2 **Contacting us.**

**For Partners and Clients:** If you have questions relating to your account, billing, or for technical issues or support, please e-mail our customer services team at [support@dext.com](mailto:support@dext.com) or contact us by calling one of the following telephone numbers:

- UK +44 (0)203 699 5005
- Australia +61 1800 107 451
- Canada + +1 855 969 5448
- South Africa +27 105 002 400
- USA + +1 855 969 5448

How to give us formal notice of any matter under the Contract is set out in clause 17.

#### 2 **OUR CONTRACT WITH YOU**

2.1 **Our contract.** These terms and conditions (“Terms”) apply to: (i) the order placed by you or your Linked Accountant (as the case may be); and/or (ii) the contract for the supply of Services by us to you (“Contract”). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 **These terms apply to Clients and Partners of Dext.** You should know if you are either a Client or a Partner, and these terms apply to you both. A **Client** means anyone signing up to use the Services including customers of Partners and Partner Clients, and who isn’t a Partner. A **Partner** means a bookkeeper or an accountant and its Authorised Users.

2.3 **Users.** As a Partner, you are responsible for all Partner Users using the Services. As a Client, you are responsible for all your Authorised Users using the Services.

2.3.1 If you are a Client, we intend to enter into a separate agreement with any Linked Accountant; and

2.3.2 If you are a Partner, we intend to enter into a separate agreement with any Partner Clients, but you shall remain responsible for their use of the Services.

2.4 **Unique client numbers.** In order to track the use of the Services by Partners, and to prevent unauthorised use of the Services as set out in clause 7, we shall assign each user account with a unique client number.

2.5 **Mobile app users.** This Contract applies to your use of our website platform. There are separate terms which will apply to use of our mobile phone app which can be accessed at: <https://dext.com/end-user-licence-agreement>

2.6 **Your copy.** You should print a copy of these Terms or save them to your device for future reference.

### 3 **DEFINITIONS**

**“Annual Subscriber”** means an annual subscriber as set out in the Plan;

**“Authorised Users”** means any of your Staff who are authorised by you to use the Services and the Documentation;

**“Bundle”** means a combination of Plan user licences to use Dext Core Products, features, add-ons and other services packaged together for a set price as agreed between the parties and set out in clause 5.2;

**“Business Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**“Confidential Information”** means any information of a confidential nature (regardless of whether or not such information is recorded in any physical, electronic or other media) concerning either you or us which is confidential, commercially sensitive and not in the public domain (whether or not marked confidential);

**“Control”** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression “change of Control” shall be construed accordingly;

**“Change”** shall mean either a Downgrade or Upgrade;

**“Commencement Date”** shall have the meaning given to it in clause 5.6;

**“Customer Data”** means the data inputted by you, Partner Users (if you are a Partner) or by us on your behalf, for the purpose of using the Services or facilitating your use of the Services.

**“Demo”** shall have the meaning given to it in clause 4.1;

**“Dext Core Products”** means Dext Prepare, Dext Precision and such other core products as Dext may make available to its users from time to time;

**“Dext Precision”** means the product offered by Dext, formerly known as Xavier Analytics. which is an essential toolkit by providing Partners’ with data cleansing tools to eliminate errors in accounting data, with analytics and advisory insights to upskill a Partner’s practice. For more information on Dext Precision please click on the following link: [dext.com/accountants-and-bookkeepers/precision](https://dext.com/accountants-and-bookkeepers/precision), as may be updated or amended by Receipt Bank from time to time. Dext Precision is only available in the United Kingdom and Australia;

**“Dext Prepare”** means the product offered by Dext, formerly known as Receipt Bank; which assists Partners to prepare client accounts by providing, including but not limited to, data extraction, automation and categorisation tools for accounting data. For more information on Dext Precision please click on the following link: [dext.com/accountants-and-bookkeepers/prepare](https://dext.com/accountants-and-bookkeepers/prepare), as may be updated or amended by Receipt Bank from time to time;

**“Documentation”** means the document made available to you by us: (i) via email; or (ii) online via <https://www.dext.com/> (or such other web address notified by us to you from time to time which sets out a description of the Services and the user instructions for the Services;

**"Downgrade"** means either: (i) a reduction in the subscription price paid in respect of a Plan or Bundle arising as a result of the removal of feature and/or add-on and/or, (ii) a reduction in the number of user licences applicable to your Plan or Bundle packages and/or (iii) the transfer to a lower tier Plan.

**"Fees"** means the fees payable under this Contract (excluding VAT and all other relevant taxes, where applicable), as detailed by us from time to time including through our website and as part of the Order Confirmation;

**"Free Trial"** shall have the meaning given to it in clause 4.1;

**"Initial Subscription Period"** means for Monthly Subscribers a one-month period and for Annual Subscribers or Annual Commitment Pay Monthly Subscribers a 12-month period, in each case starting on the Commencement Date;

**"Linked Accountant"** means the accountant or bookkeeper whose account has been linked to your account at any time; **"Local Entity"** shall have the meaning given to it in clause 9.13;

**"Monthly Subscriber"** means a monthly subscriber as set out in the Plan;

**"Normal Business Hours"** means 8.00 am to 5.00 pm local UK time, each Business Day;

**"Order Confirmation"** shall have the meaning given to it in clause 5.6;

**"Partner Clients"** means your clients or customers who use the Services or on whose behalf you use the Services pursuant to the terms of the Plan including any of the Staff of those clients or customers;

**"Partner Users"** means (a) Authorised Users, and (b) Partner Clients;

**"Plan"** shall have the meaning given to it in clause 5.1, and shall form part of the Services;

**"Renewal Period"** shall have the meaning given to it in clause 17.6;

**"Services"** means the online Dext Core Products and services provided by Dext to assist with the automation of bookkeeping and accountancy activities. This includes add-on services purchased separately (if any), unless stated otherwise in the add-on order confirmation. Certain products, features and services, whether as part of a Plan or Bundle or as an Add-on, will be provided to you directly by Dext (or one of its subsidiaries) whereas other products and services will be provided to you by a third party and the role of Dext in the provision of such products or services will be as an introducer only; and

**"Staff"** means directors, partners, executives, employees, agents and/or independent contractors;

**"Subscription Period"** means the Initial Subscription Period together with any subsequent Renewal Periods.

**"Upgrade"** means either: (i) the addition of a Dext Core Product or Add-on or other paid-for product or service to your existing Plan or Bundle; and/or (ii) the expansion of the number of user licenses to your Bundle or Plan; or (iii) the transfer to a higher tier Plan.

#### **4 Demos and Free Trials**

- 4.1 You are entitled to request a demonstration or a free trial of the Services (if available), led by us at an agreed time, for the purposes of deciding whether or not the Services meet your requirements ("**Demo**"). We may also from time to time agree to provide you with access to our Services with only limited functionality so that you can monitor activities by your Partner Clients ("**Free Trial**"). During any agreed

Demo or Free Trial, the terms in Schedule 1 shall apply and this Contract shall be modified as provided in Schedule 1.

4.2 Following any Demo or Free Trial, you can decide whether to place an order with us in accordance with clause 5 below.

## **5 Our Services**

5.1 **Choosing your Dext Product(s).** You agree to the Dext Core Product(s) (and the appropriate tier) either following a consultation with one of our customer services representatives or online via our website, (a “Plan”) which is suitable for your intended use of the Services and based on the information that you provide to us (including the number of Partner Clients you require). You can Downgrade or Upgrade your Plan at any time, subject to clause 8.

5.2 **Bundles.** Where you agree to a Bundle of services, including Dext Core Product(s) Plans, features and Add-Ons, you agree to use the services and pay the fees as agreed in that Bundle.

5.3 **Placing your order.** Each order is an offer by you to buy the Services specified in your order subject to these Terms. You can place an order with us:

- on the **telephone** by speaking to one of our customer services representatives (see “**Contacting us**” above);
- by **email** either by sending an email confirming your order to either your customer services representative or to such other email address as we may notify you;
- **online** by following the onscreen prompts to choose your product and place an order; or
- **in person** at an event.

5.4 **Correcting input errors.** Our **online** order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

5.5 **Accepting your order.** Our acceptance of your order takes place when we have (i) received your payment details via our payment form and (ii) successfully processed payment of your order. We will then send an email to you outlining your order (“**Order Confirmation**”), at which point and on which date (“**Commencement Date**”) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

5.6 **Features:** Additional terms and conditions may apply to certain features of our Services which are available to you as part of your Plan or Bundle. The additional terms and conditions which apply to your use of the following features are set out in Schedule 2 of these Terms: Bank Service; Bank Feeds; Invoice Fetch and Bank Fetch.

### Using the Services

5.7 **Licence.** We grant you a non-exclusive and non-transferable limited right to permit the Authorised Users to access and use the Services and the Documentation during the Subscription Period in accordance with these Terms, without the right to grant sublicences (“**Licence**”).

5.8 **Business use.** The Services are for business use only.

5.9 **Provision of Services.** We shall, during the Subscription Period, provide the Services and make available the Documentation to you, on and subject to the Terms.

5.10 **Availability.** We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, during the Subscription Period, except for:

5.10.1 planned maintenance carried out during the maintenance window which is usually 6.00 am to 10.00 am UK time on Saturdays; and

5.10.2 unscheduled maintenance performed outside Normal Business Hours, provided that we have used reasonable endeavours to give you at least 3 Normal Business Hours' notice in advance.

5.11 **Fair use.** When using the Services, you shall comply with our fair use policy [www.dext.com/fair-usage-policy](http://www.dext.com/fair-usage-policy) as amended from time to time, for example, only using the Services to request a reasonable volume of pages for extraction.

## **6 Our obligations**

6.1 We undertake that the Services will be delivered using reasonable skill and care.

6.2 We provide support to all users via our website, user forums and by telephone. You accept that, although we will use reasonable endeavours to solve problems identified by you, the nature of software is such that no guarantee can be provided that any particular problem will be solved.

6.3 Dext:

6.3.1 does not warrant that:

(i) your use of the Services will be uninterrupted or error-free; or

(ii) that the Services, Documentation and/or the information obtained by you through the Services will meet your requirements; and

6.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.

## **7 Your obligations**

7.1 You shall:

7.1.1 provide us with all necessary co-operation in relation to this Contract in order to provide the Services;

7.1.2 without affecting your other obligations under this Contract, comply with all applicable laws and regulations with respect to your activities under this Contract;

7.1.3 ensure that the Partner Users use the Services and the Documentation in accordance with this Contract and shall be responsible for any Partner User's breach of this (or their) Contract;

7.1.4 obtain and shall maintain all necessary licences (excluding licences to the software used by us to deliver the Services), consents, and permissions necessary for us, our contractors and agents to perform our obligations under this Contract, including without limitation the Services;

- 7.1.5 ensure that your network and systems comply with the relevant specifications provided by us or made available by us through our website from time to time;
  - 7.1.6 ensure that each Authorised User keeps a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential; and
  - 7.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to our data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.
- 7.2 You shall not access, store, distribute or transmit any worms, trojan horses, viruses and other similar things or devices, or any material during the course of your use of the Services that:
- 7.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 7.2.2 facilitates illegal activity;
  - 7.2.3 depicts sexually explicit images;
  - 7.2.4 promotes violence;
  - 7.2.5 is discriminatory based on race, national origin, gender, colour, religious belief, sexual orientation or disability; or
  - 7.2.6 is otherwise illegal or causes damage or injury to any person or property,
- and we reserve the right, without liability or prejudice to our other rights to you, to disable your access to any material that breaches the provisions of this clause.
- 7.3 You shall not:
- 7.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
    - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or
    - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
  - 7.3.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 7.3.3 use the Services and/or Documentation to provide services to third parties; or

- 7.3.4 subject to clause 18.4, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party (other than Partner Users if you are a Partner); or
  - 7.3.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than for Partner Users or as otherwise provided for under this clause 7; or
  - 7.3.6 exceed the usage limits as set out in your agreed Plan or Bundle or, if you are a Partner remove and add (or attempt to remove and add) different Partner Clients of yours, or otherwise manipulate the number of your Partner Clients, for the purpose of ensuring that you stay within the set user limits defined in your Plan or Bundle.
- 7.4 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event that you have become aware of any such unauthorised access or use, promptly notify us.
- 7.5 The rights provided under this clause 7 are granted to you only, and shall not be considered granted to any of your subsidiaries or any holding company unless otherwise agreed by us.
- 7.6 You indemnify us against any loss or damage we incur as a result of your breach of this clause 7 or any other term of this Agreement.

## **8 Changes**

- 8.1 **Services.** We reserve the right to amend any aspect of the Services from time to time if required by any applicable statutory or regulatory requirement or to improve the Services. Any such improvement will not materially adversely affect the nature or performance of the Services.
- 8.2 **Plan.** We reserve the right to Change your Plan (including the tier of Plan applicable to you) from time to time if we decide, in our sole discretion, that your chosen Plan is no longer suitable. Subject to clauses 8.3 , 8.4 and 10.7, you can also Change your Plan at any time by speaking to one of our customer services representatives, as follows:
- 8.2.1 any Upgrade to your Plan or Bundle will have immediate effect and the Fee payable by you in respect of the then current Subscription Period shall be increased on a pro rata basis until its expiry; and
  - 8.2.2 any Downgrade to your Plan or Bundle will take effect from the expiry of the current Subscription Period. Downgrading your Plan or Bundle may result in the reduction of user licenses, features, Add-Ons or other Services previously available to you and your Users.

If you exceed the usage limits defined in your Plan or any Bundle we agree with you, we reserve the right to change the Plan or Bundle that you are on and/or charge you for the additional use of the Services outside of your Plan or Bundle in the next Subscription Period.

- 8.3 **Changes for Monthly Subscribers.** If you wish to Upgrade or Downgrade your Plan or Bundle, you must provide Dext with at least fourteen (14) days written notice prior to the end of your then current Subscription Period.
- 8.4 **Changes for Annual or ACPM Subscribers.** Subject to clause 10.2, If you wish to Downgrade your Plan or Bundle, you must provide Dext with at least thirty (30) days written notice prior to the end of your then current Subscription Period. .

8.5 **Add-ons.** You may be able to purchase additional complementary services from us either as part of your Bundle or in addition to your Plan or Bundle. Your use of the Add-on services will be subject to the separate terms and conditions which are set out in the Add-on Terms and Conditions in Schedule 3 of these Terms: Line Item Extraction (LIX); Boost, Dext Pay and Bank Statements Data Extraction. Please note that where you opt-in for an Add-on, these general terms may be superseded by the terms in the Add-on Terms and Conditions, so please read them carefully before agreeing. If you exceed the usage limits that we agree with you for any Add-on, including Add-ons included as part of a Bundle, we reserve the right to charge you for the additional use of the Add-on in the next billing period.

8.6 **Discounts.** Where offers or discounts have been applied to your Fees by our sales team, we reserve the right to remove these offers or discounts at any time in our sole discretion. Where we decide to remove any offers or discounts, we will notify you in writing.

## **9 Charges and payment**

9.1 If you are a Client and have received written notice from your Linked Accountant that you do not need to pay any Fees to us, then the payment terms you have agreed with such Linked Accountant in relation to payment will apply instead of this clause 9.

9.2 In consideration of us providing the Services to you, and in accordance with your Plan, you shall pay the Fees to us in accordance with this clause 9. The Fees shall be due and payable by you as follows:

9.2.1 if you are an Annual Subscriber, annually in advance on the Commencement Date or relevant renewal date; or

9.2.2 if you are a Monthly Subscriber or an Annual Commitment Pay Monthly Subscriber (see clauses (10.1 to 10.7 inclusive), monthly in advance on the Commencement Date or relevant renewal date.

9.3 All amounts and Fees stated or referred to in this Contract:

9.3.1 shall be payable in your local currency or a currency as stipulated by us; and

9.3.2 are non-cancellable and non-refundable.

9.4 We reserve the right to increase the Fees, either:

9.4.1 where you exceed your agreed usage limits as described in clauses 8.2 and 8.5; or

9.4.2 at any time (on reasonable notice which shall not in any event exceed the time periods in clause 17.1 for Dext Prepare and clause 17.2 for Dext Precision) and any such increase shall not be applied until the Renewal Period following the date of such notice (or the first Renewal Period if you are in the Initial Subscription Period when notice is given); or

9.4.3 on an annual basis with effect from each anniversary of the Commencement Date in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date.

9.5 You will be invoiced by one of the following Dext group entities (each, a **Local Entity**). The relevant Local Entity will be the entity from which you purchased your Plan, which is typically the Local Entity in your jurisdiction (or if we do not have a Local Entity in your jurisdiction, the Local Entity responsible for the jurisdiction in which you are located):



- 9.5.1 Receipt Bank Limited, a limited company registered in England and Wales (registered number 7361080) with its registered office at 3<sup>rd</sup> Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT;
- 9.5.2 Hatch Apps Limited, a limited company registered in England and Wales (registered number 09866038) with its registered office at 3<sup>rd</sup> Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT;
- 9.5.3 RBK Software Limited, a corporation registered in the State of British Columbia, Canada (registered number BC1178359) with its business address at 150 King St W, Suite 312 Toronto, ON M5H 3T9, Canada;
- 9.5.4 Receipt Bank Australia Ltd Pty, a private limited company registered in Australia (registered number 59 167 718 210) with its business address at Level 13, 333 George Street, Sydney, New South Wales 2000, Australia; Sydney,;
- 9.5.5 Receipt Bank France S.á.r.l, a company registered in France (registered number 808 635 296) with its business address at 27 – 33 rue du colonel Pierre Avia, Paris, France 75015;
- 9.5.6 Receipt BK SA, a company registered in South Africa (registered number 2017 / 524478 / 07) with its business address at 11-14<sup>th</sup> Floor, Touchstone House, 7 Bree Street, Cape Town, South Africa; or
- 9.5.7 Receipt BK US, Inc., a corporation registered in the State of Delaware, USA, with its business address at 1209 Orange Street, Wilmington, New Castle, Delaware, 19801, USA.
- 9.6 All fees are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your use of the Service and shall be the responsibility of, and payable by, you. We will add local sales tax to our fees at the then current rate depending on your location.
- 9.7 If you have subscribed to a Dext Precision Plan only (as opposed to subscribing to a Plan or Bundle which includes Dext Precision and other Dext Core Products, features, Add-ons or other Services) then in addition to the preceding clauses 9.1 to 9.6 the following shall apply:
  - 9.7.1 Fees are payable via Stripe or GoCardless (or such other provider as Dext may designate), and you shall provide valid banking details in order to pay the applicable Fees relevant to your Plan or Bundle. Our subscription fees are available on (<https://xavier-analytics.com/pricing/>) and Dext may vary these from time to time at its discretion;
  - 9.7.2 Fees are payable monthly in advance either (i) on the date upon which you subscribed to the Services (and monthly thereafter on the same day each month) or (ii) on the final day of the month; and
  - 9.7.3 We reserve the right to restrict access to your account if you fail to pay, or to provide valid banking details that enable us to charge the full amount of any outstanding fees and charges due or you fail to pay us any sums owed for the Service for any reason. We will provide prior notice of our intention to restrict your account by email to your registered email address. You will not be able to access all of the features in your account, and if you do not use your account within 9 months, your account will be deleted.

## **10 Annual Commitment Pay Monthly Subscription**

- 10.1 If you :

- 10.1.1 are a new Partner and have subscribed to an Annual Commitment Pay Monthly ("**ACPM Plan**"); or
- 10.1.2 if you are an existing Partner and you wish to Change to an ACPM Plan in accordance with clause 8, then the provisions of this clause 10 shall apply to your Contract.
- 10.2 If you are an existing Partner and you agree to transfer to an ACPM Plan or a Bundle including an ACPM Plan, such transfer will have immediate effect and the Fee payable by you in respect of the then current Subscription Period shall be increased on a pro rata basis until its expiry and then renew in accordance with clause 17.1.
- 10.3 You are not permitted to cancel or Downgrade your ACPM Plan until the end of the Initial Subscription Period or any Renewal Period (as applicable) provided you give at least 30 days' written notice of your intention to downgrade or cancel prior to the end of the Initial Subscription Period or any Renewal Period. Any Downgrade to your ACPM Plan will take effect from the commencement of the next Renewal Period.
- 10.4 During the Initial Subscription Period and any Renewal Period, the Fee for your ACPM Plan ("**ACPM Plan Fee**") shall be payable in monthly instalments in accordance with clause 9.2.2.
- 10.5 Dext reserves the right to increase the ACPM Plan Fee in respect of any Renewal Period. Dext shall notify you of any such increase to the ACPM Plan Fee at least 30 days prior to the commencement of the relevant Renewal Period. The increased ACPM Plan Fee shall continue to be payable in monthly instalments, commencing at the start of the relevant Renewal Period, provided that, upon receipt of notice of an increase to the ACPM Plan Fee you may request the transfer of your subscription to an alternative Plan. Any such transfer of your Plan is subject to Dext's consent.
- 10.6 If Dext terminates your ACPM Plan for any reason, we may charge you an early termination fee. The early termination fee shall be no more than the fees and charges you would have paid for the remainder of the Initial Subscription Period or Renewal Period, as appropriate.
- 10.7 If at any time during the Initial Subscription Period or any Renewal Period of your ACPM Plan you: (i) cancel (or attempt to cancel) your ACPM Plan; or (ii) fail to pay any amount due under your agreement with Dext on the due date for payment and remain in default for more than 30 days after being notified in writing to make such payment, then Dext may: (i) revoke all user licences granted you immediately and/or prevent you from accessing our Services without notice; and/or (ii) terminate the agreement with immediate effect.
- 10.8 Any Changes to your Plan or Bundle shall not relieve you of your obligation to pay the balance of the ACPM Plan Fee for the remainder of the Initial Subscription Period or any Renewal Period unless otherwise agreed in writing by Dext.

## **11 Proprietary rights**

- 11.1 You acknowledge and agree that Dext and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Contract does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 11.2 We confirm that we have all the rights in relation to the Services and the Documentation that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Contract.

## **12 Consultancy services**

12.1 We may, from time to time, agree to provide certain consultancy services to you, including, but not limited to, training and marketing and team productivity advice and support ("**Consultancy Services**"). The provision of any such Consultancy Services will be subject to a separate consultancy services agreement describing the services we agree to supply, the timetable for their performance, fees, payment terms and any related matters.

## **13 Confidentiality**

13.1 Neither party shall disclose the other party's Confidential Information to a third party, except that each party may disclose the other's Confidential Information:

13.1.1 to its employees, officers, representatives, service providers, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms, provided always that such recipients shall be made aware of the confidential nature of the Confidential Information they receive and shall agree to reasonable confidentiality undertakings to protect such Confidential Information;

13.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or

13.1.3 as described in our privacy policy or under clause 15.

13.2 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under these Terms and you will on our written request or on termination of this Contract:

13.2.1 cease to use our Confidential Information; and

13.2.2 as soon as reasonably practicable return to us or securely destroy (or in respect of information held electronically permanently delete (to the extent technically feasible) all of our Confidential Information in your possession.

13.3 You acknowledge that details of the Services, and the results of any performance tests of the Services, constitutes our Confidential Information.

13.4 We acknowledge that the Customer Data is your Confidential Information.

13.5 The above provisions of this clause 13 shall survive termination of this Contract, however arising.

## **14 Customer Data**

14.1 You shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. You consent to our use and our hosting provider's use of the Customer Data for the purposes of providing the Services.

14.2 You indemnify us against any loss or damage we incur as a result of, or in connection with, any third party claim alleging that any of the Customer Data infringes or misappropriates that third party's intellectual property rights and will promptly pay us the amount of any adverse judgment or settlement together with our reasonable legal fees in relation to such a claim.

14.3 In the event of any loss or damage to Customer Data, your sole and exclusive remedy against us shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us. We shall not be responsible for any loss,

destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back-up).

## **15**     **Data protection**

15.1     In this clause 15:

15.1.1     **"Data Protection Legislation"** shall mean the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time); and

15.1.2     **"Personal Data", "Controller", "Processor", "Data Subject" and "Processing"** shall have the same meaning as in the Data Protection Legislation.

15.2     The parties acknowledge that we are a Processor acting on your behalf and that, for the purposes of this Contract:

15.2.1     the types of Personal Data are: names, contact details and other personal information on invoices or receipts uploaded or any other item added or submitted to us, and the categories of Data Subjects are: your Staff and Staff of your Partner Clients and any other individuals identified in documents uploaded by you ("**Personal Data**"); and

15.2.2     the nature/purpose of the Processing is to enable us to carry out the Services (which form the subject matter of the Processing), or to provide analytics services as requested by you, and the duration of the Processing shall be the term of this Contract.

15.3     We will also act as Controller in respect of our use of personal data relating to your Staff and the Staff of your Partner Clients.

15.4     We shall comply with our obligations under the Data Protection Legislation in respect of the Personal Data and shall, where we are acting as your Processor:

15.4.1     Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of providing the Services and in accordance with your written instructions and this clause 15;

15.4.2     implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing;

15.4.3     ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

15.4.4     on your request and taking into account the nature of the Processing and the information available to us, assist you in ensuring compliance with our obligations under Articles 32 to 36 of the General Data Protection Regulation (EU) 2016/679 (where applicable) in respect of the Partner Personal Data;

15.4.5     procure by way of a written contract that any subprocessors it appoints to carry out its processing obligations under this Contract will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause 15;

- 15.4.6 not engage any third party to carry out its processing obligations under this Contract without obtaining your prior written consent, save that you hereby consent to our use of the following subprocessors: (i) members of our group; and (ii) service providers we appoint (a list of which is available on request);
- 15.4.7 notify you, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by you) and assist you by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints;
- 15.4.8 notify you without undue delay on becoming aware of a Personal Data breach;
- 15.4.9 on your request, make available all information necessary to demonstrate our compliance with this clause 14 and on reasonable advance notice in writing otherwise permit, and contribute to, audits you (or your authorised representative) carry out with respect to the Personal Data, provided that you shall (or shall ensure your authorised representatives shall):
- (i) sign a non-disclosure agreement in terms acceptable to us prior to undertaking such audit;
  - (ii) be accompanied by a member of our Staff at all times whilst on site during the audit;
  - (iii) use your reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt our normal business operations; and
  - (iv) comply with our relevant IT and security policies whilst carrying out any such audit.
- 15.4.10 on termination or expiry of this Contract, destroy, delete or return (as you direct) all Personal Data and delete all existing copies of such data unless required by law to keep or store such Personal Data.
- 15.5 You acknowledge that clause 15.4.1 shall not apply to the extent that we are required by law to Process the Personal Data other than in accordance with your instructions and we acknowledge that, in such a case, we must promptly inform you of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).

## **16 Limitation of liability**

- 16.1 Except as expressly and specifically provided in this Contract:
- 16.1.1 you assume sole responsibility for results obtained from your use of the Services and the Documentation, and for conclusions drawn from such use. We shall have no responsibility for: (i) any advice you provide to Partner Clients or any loss or decisions you or your Partner Clients make; or (ii) any advice provided to you by any Linked Accountant or any decisions you or your Linked Accountant make and shall have no liability for any loss or damage caused by such advice given or decisions made; and
- 16.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

- 16.2 Nothing in this Contract excludes our liability:
- 16.2.1 for death or personal injury caused by our negligence; or
  - 16.2.2 or fraud or fraudulent misrepresentation.
- 16.3 We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of opportunities, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses in each case however arising under this Contract.
- 16.4 Subject to clauses 16.1, 16.2 and 16.3, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited in the Initial Subscription Period and each Renewal Period to the total Fees payable by you during that relevant period.

**17 Term and termination**

- 17.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with this clause 17, shall continue for the Initial Subscription Period and, thereafter, the Contract shall be automatically renewed for successive periods of time (each a “**Renewal Period**”), see period of time applicable in the table below), unless:
- 17.1.1 if you are a Partner or a Client, either party notifies the other party of termination, in writing, with notice (see table below for applicable minimum required notice period) before the end of the Initial Subscription Period or any Renewal Period, or
  - 17.1.2 if you are a Client only, you cancel the automatic renewal of the subscription to your Plan by pressing the ‘Cancel subscription’ button in the My Profile tab of your account; or
  - 17.1.3 the Contract is otherwise terminated in accordance with the provisions of these Terms.

	<b>Type of subscriber</b>		
	<b>Monthly Subscriber</b>	<b>Annual Subscriber</b>	<b>ACPM Subscriber</b>
<b>Renewal Period</b>	1 month	12 months	12 months
<b>Notice period</b>	14 days	30 days	30 days

- 17.2 If you have subscribed to a Dext Precision Plan only (as opposed to subscribing to a Plan or Bundle which includes Dext Precision and other Dext Core Products, features, Add-ons or other Services) then in addition to the preceding clauses 9.1 to 9.6 the following shall apply:
- 17.2.1 If you are a Monthly Subscriber only, you may cancel your account at any time by clicking the ‘Cancel Account’ link from within your account settings page on the Dext online platform. Your account and any User licenses associated with it will remain open for the remainder of your current billing period;
  - 17.2.2 We reserve the right to cancel your subscription and delete your account if neither you nor any of your Authorised Users have accessed your Partner account or used Dext Precision for at least 3 consecutive months without notice. Each of your Partner Clients will be

considered as an independent and separate account for the purpose of calculating the inactive period.

- 17.2.3 If your Contract is terminated or cancelled, your account will be inaccessible to you and your Authorised Users. For a period of 10 days from the date of termination or cancellation you may request in writing that we restore your account, subject to you continuing your subscription to our Services on the previous terms agreed between the parties. If we have not received such a request notice from you by the expiry of this period, your account and all data contained within it may be permanently deleted without further notice.
- 17.3 We reserve the right to suspend the provision of Services and/or Documentation to you and/or Partner Users (if you are a Partner) from time to time at our sole discretion.
- 17.4 Without affecting any other right or remedy available to us:
- 17.4.1 we may terminate this Contract with immediate effect by giving written notice to you if:
- (i) there is a change of Control;
  - (ii) there is a change of Plan or Bundle; or
  - (iii) you opt to move from a Monthly Subscriber to an Annual Subscriber.
- 17.4.2 We may terminate this Contract for any reason by providing you with at least 30 days' written notice.
- 17.5 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- 17.5.1 the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- 17.5.2 the other party commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 17.5.3 the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- 17.5.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 17.5.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 17.5.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 17.5.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 17.5.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 17.5.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 17.5.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; and
- 17.5.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.11.1 to clause 17.11.10 (inclusive);
- 17.6 On termination of this Contract for any reason:
- 17.6.1 we may still provide you with access to our Services and/or Documentation provided that:
- (i) you use the Services and/or Documentation strictly in accordance with the terms of this Contract (except that you shall no longer have the obligation to pay any Fees);
  - (ii) you access and use the Services entirely at your own risk and therefore we shall not be liable for any claim, damages or other liability arising from or in connection with your use of the Services;
  - (iii) the Services and the Documentation are provided to you on an "as is" basis; and
  - (iv) we reserve the right to revoke all licences granted under this Contract immediately by preventing you from accessing our Services without notice;
- 17.6.2 we may destroy or otherwise dispose of any of the Customer Data in our possession, unless we receive, no later than ten days after the date of the termination of this Contract, a written request for the delivery to you of the then most recent back-up of the Customer Data. We shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by us in returning or disposing of Customer Data; and
- 17.6.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination, shall not be affected or prejudiced.



## 18 **General**

- 18.1 **Force majeure.** We shall not have any liability if we are prevented or delayed in performing our obligations under this Contract, or from carrying on our business, by any acts, events, omissions or accidents beyond our reasonable control including, without limitation, governmental action, fire, flood, insurrection, earthquake, epidemic or pandemic, power failure, riot, act of terrorism, war, explosion, embargo, strike, labour or material shortage, transportation interruption of any kind, work slowdown, failure of a utility service or telecommunications network or default of suppliers or sub-contractors.
- 18.2 **Entire agreement.** These Terms, together with any webpages, documents or policies incorporated into these Terms by reference, constitute the entire agreement and understanding between you and us relating to the matters contemplated by these Terms and supersedes and extinguishes all previous agreements (if any and whether in writing or not) between you and us in relation to such matters. The parties acknowledge and agree that, except as otherwise expressly provided for in these Terms, they are not entering into these Terms on the basis of, and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a party to these Terms or not) in relation to the subject matter of these Terms, provided that nothing in these Terms shall exclude any party from liability for fraud or fraudulent misrepresentation.
- 18.3 **Revision to terms.** We reserve the right to revise the terms of this Contract by updating the Terms on our website. You are advised to check the website periodically for notices concerning such revisions. Your continued use of the Services shall be deemed to constitute acceptance of any revised terms.
- 18.4 **Assignment.** You shall not assign, transfer, sub-contract any rights or obligations under these Terms without our prior written consent (such consent not to be unreasonably withheld) and any unauthorised assignment shall be null and void. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract. We shall remain liable for the performance of our subcontractors.
- 18.5 **Notices.** Notices to us must be sent to [partners@dext.com](mailto:partners@dext.com) if you are a Partner or [support@dext.com](mailto:support@dext.com) if you are a Client, or in either case to any other email address notified to you by us. We will send notices to you to the then current email address on your account.
- 18.6 **Waiver.** Except as otherwise provided in these Terms, a waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.7 **Severability.** If any provision or part-provision of these Terms shall be held to be invalid, illegal, void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 18.8 **No partnership or agency.** Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have

the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 18.9 **Third party rights.** These Terms do not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.10 **Governing law.** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

### **Schedule 1 Demos and Free Trials**

- 1 We grant you a non-exclusive and non-transferable limited right to access and use the Services and the Documentation during the Demo or Free Trial. We reserve the right to revoke the licence granted under this paragraph 1, and terminate this Contract, at any time and without notice by preventing you from accessing our Services.
- 2 You shall use the Services and/or Documentation during a Demo or Free Trial strictly in accordance with the terms of this Contract (except that clause 5, 6.1 and 17 shall not apply and unless otherwise agreed no Fees shall be due in respect of such Demo or Free Trial under clause 9).
- 3 You shall not use or attempt to use the Services accessed as part of the Demo for the purpose of processing receipts relating to your own business.
- 4 You shall not attempt to circumvent any limitations placed on the Service during any Demo or Free Trial.
- 5 During the Demo or Free Trial, you agree that the Services and/or Documentation are provided AS IS with no representation, guarantee or warranty of any kind as to their functionality, quality, performance, suitability or fitness for purpose.
- 6 We shall not be liable for any claim, damages, loss or other liability arising from or in connection with your use of the Services and/or Documentation during the Demo or Free Trial. For the avoidance of doubt, during the Demo or Free Trial, this paragraph shall apply in place of clause 16.4.

## **Schedule 2 - Terms and Conditions for Dext features**

### **1 Applicability**

- 1.1 These Additional Terms and Conditions supplement Dext's main terms and conditions ("**General Terms and Conditions**") and govern your usage of certain features of the Service. By electing to receive these features you agree to be bound by these additional Terms and Conditions.
- 1.2 "**Features**" are additional Products which form part of certain Plans or Bundles but which no additional cost is charged for their usage (unless otherwise determined by Dext). These additional Terms and Conditions apply to your use of the following features offered by Dext:
- Bank Service;
  - Bank Feeds;
  - Invoice Fetch; and
  - Bank Fetch (Australia only).
- 1.3 In the event of any conflict between the General Terms and Conditions and these feature Terms and Conditions, these Terms and Conditions shall prevail.
- 1.4 These Additional Terms and Conditions are governed by English Law and are subject to the exclusive jurisdiction of the Courts of England and Wales.

### **Feature: Bank Service and Bank Feeds**

#### **1 Definitions**

- 1.1 In these additional Terms and Conditions, the following terms have the meanings given to them below:

<i>"Authorised Partner"</i>	the authorised third party (authorised by the Financial Conduct Authority in the UK or any equivalent regulator in other jurisdictions) we use to access your account with a Connected Bank in order to provide the Service.
<i>"Connected Bank"</i>	a bank or building society from which you have authorised us and/or our Authorised Partner to fetch bank statements and/or obtain a feed of your bank account data on your behalf.
<i>"Service"</i>	means the service operated by Dext which enables you to extract bank statements and/or to obtain a feed of your bank account data from a Connected Bank.
<i>"Supported Bank"</i>	means those banks, as may be added to or varied from time to time, from which the Service is capable of fetching bank statements and/or obtaining a feed of your bank account data. The current list of Supported Banks in your jurisdictions can be provided upon request.
<i>"User Credentials"</i>	means any username, password and/or other service-specific identifier(s) you provide to us and/or our Authorised Partner for the purpose of enabling us to provide the Service.

#### **2 Use of the Bank Service feature**

- 2.1 To subscribe to the Bank Service feature, you must have a Dext account. Dext may accept or refuse your subscription to the Bank Service Feature at our sole discretion. The Bank Service feature is for business use only.
- 2.2 Your access to the Bank Service feature will commence upon you following the onscreen prompts to place an order for the Bank Service feature or by telling us either by phone or email.

### **3**      **General Terms**

3.1      You acknowledge and agree that, in order to enable provision of the Service, you may need to pass your User Credentials for each Supported Bank to which you wish to connect to us and/or our Authorised Partner. Our Authorised Partner will only use your User Credentials to access your account with any Connected Bank(s) in order to fetch bank statements from them and/or to obtain a feed of your account data on your behalf.

3.2      In the course of establishing a connection with a Connected Bank you may additionally be required to confirm your acceptance of our Authorised Partner's Terms and Conditions and/or Privacy Policy.

**"Extraction Service"**: Upon first connection to a Connected Bank, the Service will extract your bank statements stored within the relevant Connected Bank's web portal. Following this, the Service will connect to the Connected Bank's web portal every 7 days and retrieve any additional bank statements. Whilst we aim to ensure that your bank statements are available within 2-3 minutes of your User Credentials having been verified by the relevant Connected Bank, in certain circumstances this process may take up to 24 hours.

**"Feed Service"**: Upon first connection you will be asked to confirm that you authorise Dext and our Authorised Partner to access and draw down your bank data at scheduled intervals. You may be required to re-confirm such authorisation on a periodic basis thereafter.

3.3      Before requesting connection to a Supported Bank please verify that the sharing of your User Credentials with our Authorised Partner, and their usage of those User Credentials to fetch bank statements and/or to provide a feed of your bank account data on your behalf, will not contravene the terms of your contract with the relevant Supported Bank.

3.4      Whilst we endeavour to ensure that the Service supports as many banks as possible, we provide no guarantee that your bank will be a Supported Bank.

3.5      Please note that the Service may be unavailable if:

3.5.1      the website of any Connected Bank is unavailable for any reason;

3.5.2      the UI (User Interface) of the website of any Connected Bank has changed since a connection to that Connected Bank was initially established;

3.5.3      the User Credentials that you have provided to our Authorised Partner are incorrect, invalid or are out of date; or

3.5.4      a Connected Bank uses 2 factor authentication.

3.6      If you want to stop receiving the Service, you can opt out at any time by notifying us at [support@dext.com](mailto:support@dext.com) or call us on +44 (0)203 699 5005.

### **4**      **Renewal and Termination**

4.1      At the end of the first and each subsequent monthly period, your subscription to the Extraction Service and/or Feed Service feature will renew automatically for a further month, unless you provide us notice in advance that you wish to cancel your subscription to the feature.

4.2      You may cancel your subscription to the Extraction Service and/or Feed Service feature at any time by notifying us. Dext may terminate or suspend your subscription to the Extraction Service and/or Feed Service feature at any time without notice.

- 4.3 Your subscription to the Bank Service feature will end automatically in the event that you cancel your Dext subscription, or your Dext subscription is otherwise terminated under the General Terms and Conditions.

## **5 Miscellaneous**

- 5.1 We may, at our discretion, change these Bank Service and Bank Feed Terms or any aspect of the Extraction Service and/or Feed Service feature. We will use reasonable endeavours to notify you in advance of any such changes. Your continued use of the feature after any changes to these terms constitutes your acceptance of the changes. If you do not agree to any changes, you may cancel your Extraction Service and/or Feed Service feature subscription.
- 5.2 We make no representations, warranties or guarantees in respect of the Extraction Service and/or Feed Service feature, whether in respect of its availability, performance, quality, accuracy, suitability or its appropriateness for your needs or otherwise. Dext's liability in connection with your usage of the feature is as set out in the General Terms and Conditions.

### **Feature: Invoice Fetch and Bank Fetch (Australia only)**

## **1 Definitions**

- 1.1 In these Terms and Conditions, the following terms have the meanings given to them below:

<i>"Connected Supplier"</i>	a third-party supplier from which you have authorised our Fetch Partner to fetch Documents on your behalf.
<i>"Documents"</i>	means bills, invoices and statements (as applicable) issued to you by third party suppliers with which you have contracted.
<i>"Fetch Partner"</i>	the third party we use to access your account with a Connected Supplier and fetch Documents on your behalf.
<i>"Fetch Service"</i>	means either the Invoice Fetch feature, or the Bank Fetch feature (for Australian customers only), operated by Dext which enables you to fetch Documents from Connected Suppliers.
<i>"Supported Supplier"</i>	means those third-party suppliers, as may be added to or varied from time to time, from which the Fetch Service is capable of fetching Documents.
<i>"User Credentials"</i>	means any username, password and/or other service-specific identifiers you provide to our Fetch Partner for the purpose of accessing your account with a Connected Supplier and fetching Documents.
<i>"You"</i>	means you, the user of the Fetch Service.

## **2 Use of the Fetch feature**

- 2.1 To subscribe to the Fetch feature, you must have a Dext account. Dext may accept or refuse your subscription to the Fetch feature at our sole discretion. The Fetch feature is for business use only.
- 2.2 Your access to the Fetch feature will commence upon you following the onscreen prompts to place an order for the Fetch feature or by telling us by phone or email.
- 2.3 **Please note that the Bank Fetch feature is only available to Australian customers.**

## **3 General Terms**

- 3.1 You acknowledge and agree that, in order to enable provision of the Fetch Service, you will need to pass your User Credentials for each Supported Supplier to which to wish to connect to our Fetch Partner. Our Fetch Partner will only use your User Credentials to access your account with any Connected Supplier(s) and to fetch Documents from them on your behalf.

- 3.2 Upon first connection to a Connected Supplier, the Fetch Service will fetch your Documents stored within the relevant Connected Supplier's web portal. Following this, the Fetch Service will connect to the Connected Supplier's web portal every 7 days and retrieve any additional Documents.
- 3.3 Whilst we aim to ensure that your Documents are available within 2-3 minutes of your User Credentials having been verified by the relevant Connected Supplier, in certain circumstances this process may take up to 24 hours.
- 3.4 Before requesting connection to a Supported Supplier please verify that the sharing of your User Credentials with our Fetch Partner, and their usage of those User Credentials to fetch Documents on your behalf, will not contravene the terms of your contract with the relevant Supported Supplier.
- 3.5 We do not guarantee that a specific supplier with which you have contracted will be a Supported Supplier.
- 3.6 Please note that the Fetch Service may be unavailable if:
- 3.6.1 the website of any Connected Supplier is unavailable for any reason;
  - 3.6.2 the UI (User Interface) of the website of any Connected Supplier has changed since a connection to that Connected Supplier was initially established;
  - 3.6.3 the User Credentials that you have provided to our Fetch Partner are incorrect, or are out of date;
  - 3.6.4 a Connected Supplier uses 2 factor authentication; or
  - 3.6.5 You do not have permission to view billing pages for a specific account.
- 3.7 We make no warranties, representations or endorsements in respect of the Fetch Service, whether in respect of its availability, quality, accuracy, suitability or appropriateness for your needs or otherwise. Dext excludes liability for all losses howsoever arising in connection with your usage of the Service.
- 3.8 If you want to stop receiving the Service, you can opt out at any time by notifying us at [support@dext.com](mailto:support@dext.com) or call us on +44 (0)203 699 5005.

#### **4 Renewal and Termination**

- 4.1 At the end of the first Initial Subscription Period, your subscription to the Fetch feature will renew automatically for a successive period of time, unless you provide us notice in advance that you wish to cancel your subscription to the feature as per clause 4.2.
- 4.2 You may cancel your subscription to the Fetch feature at any time by notifying us in writing, with notice (see table in clause 17.1.3 under the General Terms and Conditions for applicable minimum required notice period) before the end of the Initial Subscription Period or any Renewal Period. Dext may terminate or suspend your subscription to the Fetch feature at any time without notice.
- 4.3 Your subscription to the Fetch feature will end automatically in the event that you cancel your Dext subscription, or your Dext subscription is otherwise terminated under the General Terms and Conditions.

#### **5 Miscellaneous**

- 5.1 We may, at our discretion, change these Fetch feature Terms or any aspect of the Fetch feature products or service. We will use reasonable endeavours to notify you in advance of any such changes. Your continued use of the Fetch feature after any changes to the Fetch feature Terms, fees or products or

services constitutes your acceptance of the changes. If you do not agree to any changes, you may cancel your subscription.

- 5.2 We make no representations, warranties or guarantees in respect of the Fetch feature, whether in respect of its availability, performance, quality, accuracy, suitability or its appropriateness for your needs or otherwise. Dext's liability in connection with your usage of the Fetch feature is as set out in the General Terms and Conditions.



### **Schedule 3 - Add-on Terms and Conditions**

#### **1 Applicability**

- 1.1 These Terms and Conditions supplement Dext's main terms and conditions ("**General Terms and Conditions**") and govern your usage of certain Add-ons of the Service. By electing to receive these Add-ons you agree to be bound by these additional Terms and Conditions.
- 1.2 "**Add-ons**" are additional Products which can be turned on and off by you and which may form part of your Plan or Bundle. **Add-ons** are different from **features** because turning them on or exceeding the set user limits defined in your Bundle will incur an additional cost, unless otherwise determined by Dext.
- 1.3 These Add-on Terms and Conditions apply to your use of the following Add-on features offered by Dext if you elect to use them:
- Line Item Extraction (LIX);
  - Boost;
  - Bank Statements Data Extraction and
  - Dext Pay
- 1.4 In the event of any conflict between the General Terms and Conditions and these Add-on Terms and Conditions, these Add-on Terms and Conditions shall prevail.
- 1.5 These Additional Terms and Conditions are governed by English Law and are subject to the exclusive jurisdiction of the Courts of England and Wales.

#### **1 Add-on: Line Item Extraction (LIX)**

##### **1 Use of the LIX Add-On**

- 1.1 To subscribe to the LIX Add-On, you must have a Dext account. Dext may accept or refuse your subscription to the LIX Add-On at our sole discretion. The LIX Add-On is for business use only.
- 1.2 By subscribing to the LIX Add-On, you will receive the products and services communicated to you by the Dext sales representative.

##### **2 General**

- 2.1 Dext reserves the right to vary the LIX-Add-on fee at its sole discretion. We will use reasonable endeavours to notify you in advance of any such changes to the LIX Add-on Fee.
- 2.2 Unless the LIX Add-On is part of your Bundle (or as otherwise agreed in writing by us), the LIX Add-On fees are charged monthly in arrears and are payable in accordance with the Dext General Terms and Dext's usual billing and payment policy.
- 2.3 Billing for the LIX Add-On is based on the number of documents that are submitted. Should you exceed the set user limits defined in your Bundle you will be charged on this basis for such excess.

##### **3 Renewal and Termination**

- 3.1 At the end of the first and each subsequent monthly period, your subscription to the LIX Add-On will renew automatically for a further month, unless you provide us notice in advance that you wish to cancel your subscription to the Add-On.

3.2 You may cancel your subscription to the LIX Add-On at any time by notifying us. Dext may terminate or suspend your subscription to the LIX Add-On at any time without notice.

3.3 Your subscription to the LIX Add-On will end automatically in the event that you cancel your Dext subscription, or your Dext subscription is otherwise terminated under the General Terms and Conditions.

#### **4 Miscellaneous**

4.1 We may, at our discretion, change these LIX Terms or any aspect of the LIX Add-On products or service. We will use reasonable endeavours to notify you in advance of any such changes. Your continued use of the LIX Add-On after any changes to the LIX Terms constitutes your acceptance of the changes. If you do not agree to any changes, you may cancel your LIX Add-On subscription.

4.2 We make no representations, warranties or guarantees in respect of the LIX Add-On, whether in respect of its availability, performance, quality, accuracy, suitability or its appropriateness for your needs or otherwise. Dext's liability in connection with your usage of the LIX Add-On is as set out in the General Terms and Conditions.

## **2 Add-on: Bank Statements Data Extraction**

### **1 Use of the Bank Statements Data Extraction Add-on**

1.1 To subscribe to the Bank Statements Data Extraction Add-On, you must have a Dext account. Dext may accept or refuse your subscription to the Bank Statements Data Extraction Add-On at our sole discretion. The Bank Statements Data Extraction Add-On is for business use only.

1.2 **What does Bank Statements Data Extraction do?** Bank Statements Data Extraction is a tool whereby your bank statements are uploaded to Dext and we run optical character recognition data extraction on the statements. The extracted data is then made available to download in a range of formats that are compatible with different accounting software.

### **2 General**

2.1 Dext reserves the right to vary the Bank Statements Data Extraction Add-On fee at its sole discretion. We will use reasonable endeavours to notify you in advance of any such changes to the Bank Statements Data Extraction Add-On Fee.

2.2 Unless the Bank Statements Data Extraction Add-On is part of your Bundle (or as otherwise agreed in writing by us), the Bank Statements Data Extraction Add-On fees are charged monthly in arrears and are payable in accordance with the Dext General Terms and Dext's usual billing and payment policy.

2.3 Billing for Bank Statements Data Extraction Add-On is based on the number of documents that are submitted. Should you exceed the set user limits defined in your Bundle you will be charged on this basis for such excess.

### **3 Renewal and Termination**

3.1 At the end of the first and each subsequent monthly period, your subscription to the Bank Statements Data Extraction Add-On will renew automatically for a further month, unless you provide us notice in advance that you wish to cancel your subscription to the Add-On.

3.2 You may cancel your subscription to the Bank Statements Data Extraction Add-On at any time by notifying us. Dext may terminate or suspend your subscription to the Bank Statements Data Extraction Add-On at any time without notice.

- 3.3 Your subscription to the Bank Statements Data Extraction Add-On will end automatically in the event that you cancel your Dext subscription, or your Dext subscription is otherwise terminated under the General Terms and Conditions.

#### **4 Miscellaneous**

- 4.1 We may, at our discretion, change these Bank Statements Data Extraction Terms or any aspect of the Bank Statements Data Extraction Add-On products or service. We will use reasonable endeavours to notify you in advance of any such changes. Your continued use of the Bank Statements Data Extraction Add-On after any changes to the Bank Statements Data Extraction Terms constitutes your acceptance of the changes. If you do not agree to any changes, you may cancel your Bank Statements Data Extraction Add-On subscription.
- 4.2 We make no representations, warranties or guarantees in respect of the Bank Statements Data Extraction Add-On, whether in respect of its availability, performance, quality, accuracy, suitability or its appropriateness for your needs or otherwise. Dext's liability in connection with your usage of the Bank Statements Data Extraction Add-On is as set out in the General Terms and Conditions.

### **3 Add-on: Boost**

#### **1 Use of the Boost Add-on**

- 1.1 To subscribe to the Boost Add-On, you must have a Dext account. Dext may accept or refuse your subscription to the Boost Add-On at our sole discretion. The Boost Add-On is for business use only.
- 1.2 **What does Boost do?** Boost is a tool you can use to speed up the processing of all submitted items currently in the 'In Processing' sections of Dext for the sales or costs workspace. When you upload a document to Dext, it is added to a processing queue. Processing can vary in time, according to the number of items that have been recently uploaded to Dext. By pressing the 'Boost my items' button in the 'In Processing' tab, all items currently processing in the relevant Partner Client account (if you are a Partner) or your Client account (if you are a Client) shall be prioritised and the extraction process for those documents accelerated.

#### **2 General**

- 2.1 Unless the Boost Add-On is part of your Bundle, you will be charged a fee in respect of each usage of the Boost Add-On. Should you exceed the set user limits defined in your Bundle you will be charged on a per usage basis for continued use of the Boost Add-On.
- 2.2 Dext reserves the right to vary the Boost Add-On fee at its sole discretion. We will use reasonable endeavours to notify you in advance of any such changes to the Boost Add-On Fee.
- 2.3 Unless the Boost Add-On is part of your Bundle or as otherwise agreed in writing, the Boost Add-On fees are charged monthly in arrears and are payable in accordance with the Dext General Terms and Dext's usual billing and payment policy.

#### **3 Renewal and Termination**

- 3.1 If the Boost Add-On is part of your Bundle, at the end of the first and each subsequent monthly period, your subscription to the Boost Add-On will renew automatically for a further month, unless you provide us notice in advance that you wish to cancel your subscription to the Add-On.

3.2 If the Boost Add-On is part of your Bundle, you may cancel your subscription to the Boost Add-On at any time by notifying us. Dext may terminate or suspend your subscription to the Boost Add-On at any time without notice.

3.3 Your subscription to the Boost Add-On will end automatically in the event that you cancel your Dext subscription, or your Dext subscription is otherwise terminated under the General Terms and Conditions.

#### **4 Miscellaneous**

4.1 We may, at our discretion, change these Boost Terms or any aspect of the Boost Add-On. We will use reasonable endeavours to notify you in advance of any such changes. Your continued use of the Boost Add-On after any changes to the Boost Terms constitutes your acceptance of the changes.

4.2 We make no representations, warranties or guarantees in respect of the Boost Add-On, whether in respect of its availability, performance, quality, accuracy, suitability or its appropriateness for your needs or otherwise. Dext's liability in connection with your usage of the Boost Add-On is as set out in the General Terms and Conditions.

### **4 Add-on: Dext Pay**

#### **1 Definitions**

1.1 In these additional Terms and Conditions, the following terms have the meanings given to them below:

"*Connected Bank*" a bank or building society from which you have authorised us and/or our Authorised Partner to provide services on your behalf.

"*Authorised Partner*" the authorised third party (authorised by the Financial Conduct Authority in the UK or any equivalent regulator in other jurisdictions) we use to access your account with a Connected Bank in order to provide the service.

#### **2 Use of the Pay Add-on**

2.1 To subscribe to the Pay Add-On, you must have a Dext account Partners may not use this Add-On. Dext may accept or refuse your subscription to the Pay Add-On at our sole discretion. The Pay Add-On is for business use only.

#### **2.2 What does Pay do?**

2.3 The Pay Add-On allows you to "click to pay" outstanding invoices via a third party services provider called Plaid Financial Limited, which is an authorised payment institution authorised to provide payment initiation services to end-users. Plaid Financial Limited is an Authorised Partner.

2.4 By agreeing to use this Add-On, you acknowledge that Dext's role will be as an introducer to the click to pay service which will be provided by Plaid Financial Limited.

2.5 Because Plaid Financial Limited will be providing the services, you will be subject to their terms and conditions when using the Add-On service.

#### **3 General Terms and Conditions**

Unless otherwise agreed in writing, the Pay Add-On fees are charged monthly in arrears and are payable in accordance with the Dext General Terms and Dext's usual billing and payment policy.

#### **4 Renewal and Termination**

- 4.1 At the end of the first and each subsequent monthly period, your subscription to the Pay Add-On will renew automatically for a further month, unless you provide us notice in advance that you wish to cancel your subscription to the Add-On.
- 4.2 You may cancel your subscription to the Pay Add-On at any time by notifying us. Dext may terminate or suspend your subscription to the Pay Add-On at any time without notice.
- 4.3 Your subscription to the Pay Add-On will end automatically in the event that you cancel your Dext subscription or your Dext subscription is otherwise terminated under the General Terms and Conditions.

## **5 Miscellaneous**

- 5.1 We may, at our discretion, change these Add-On Terms or any aspect of the products or service. We will use reasonable endeavours to notify you in advance of any such changes. Your continued use of the Pay Add-On after any changes to the Add-On Terms, fees or products or services after such changes constitutes your acceptance of the changes. If you do not agree to any changes, you may cancel your Pay Add-On subscription.
- 5.2 We make no representations, warranties or guarantees in respect of the Pay Add-On, whether in respect of its availability, performance, quality, accuracy, suitability or its appropriateness for your needs or otherwise. Dext's liability in connection with your usage of the Pay Add-On is as set out in the General Terms and Conditions.